

AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
NETWORK TELEPHONE CORPORATION. and
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED June 21, 2000

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and Network Telephone Corporation ("Network Telephone"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 21, 2000 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and Network Telephone hereby covenant and agree as follows:

1. Attachment 2 of the Interconnection Agreement is hereby amended to include a new section 2.3.3 as follows:

2.3.3 Universal Digital Channel (UDC) Loop

2.3.3.1 Due to technical limitations associated with certain DLC systems, some ISDN-capable loops that are provisioned using DLC systems may not support IDSL service. Effective with this agreement, BellSouth will no longer reconfigure its ISDN-capable loop to support IDSL service.

2.3.3.2. Instead, BellSouth agrees to offer the Universal Digital Channel (UDC) loop as a part of their Unbundled Digital Loop offerings. The UDC loop is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.

2.3.3.3 Like the ISDN-capable loop, the UDC loop may be provisioned on copper or through a DLC system. However, when UDC loops are provisioned using a DLC system, BellSouth will ensure that they are only provisioned on time slots that are compatible with data-only services such as IDSL.

2. Attachment 2 of the Interconnection Agreement is hereby amended to include the interim rates for UDC loops set forth in Exhibit A attached hereto.

3. All other provisions of the Interconnection Agreement dated June 21, 2000 shall remain in full force and effect.

4. Either or both of the Parties shall submit this Amendment to the appropriate Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the Interconnection Agreement be executed by their respective duly authorized representatives on the date indicated below.

Network Telephone Corporation

BellSouth Telecommunications, Inc.

By: Signature on original

By: Signature on original

Name: Johnny Matthews

Name: Jerry D. Hendrix

Title: EVP/CFO

Title: Senior Director

Date: 8/25/00

Date: 8/28/00

Exhibit A

Universal Digital Channel Rates

Universal Digital Channel (UDC) Loops	USOC	AL*	FL*	GA*	KY*	LA*	MS*	NC*	SC*	TN*
Recurring	TBD	\$29.03	\$28.07	\$25.43	\$31.99	\$27.36	\$29.83	\$24.98	\$32.47	\$21.64
NRC - 1 st -per circuit	TBD	\$406.85	\$295.42	\$308.38	\$616.28	\$298.27	\$401.38	\$400.91	\$498.04	\$217.76
NRC – Add'l – per circuit	TBD	\$330.87	\$198.02	\$255.35	506.61	\$247.63	\$327.00	\$326.31	\$376.75	\$163.88
NRC – Disconnect Charge – 1st	TBD	\$108.95				\$74.27	\$108.14			\$74.54
NRC – Disconnect Charge – Add'l	TBD	\$57.01				\$39.44	\$57.27			\$39.14
NRC – Incremental Manual Service Order – 1 st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA
NRC - Incremental Manual Service Order – Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.32	\$12.76	\$13.55	NA
NRC- Incremental Manual Service Order - Disconnect – 1 st	SOMAN	\$17.77				\$11.41	\$16.06			
NRC- Incremental Manual Service Order – Disconnect – Add'l	SOMAN									

*Interim rate, subject to true-up